GROUND RULES FOR NEGOTIATIONS
Between the United States Environmental Protection Agency,
And the American Federation of Government Employees, Local 704

The following Memorandum of Understanding (MOU) is entered into, by and between the American Federation of Government Employees (AFGE) Local 704 (AFGE Local 704 or the Union) and the United States Environmental Protection Agency (the EPA or Agency), hereinafter referred to as the parties, to establish ground rules for negotiations of procedures and appropriate arrangements for the Voluntary Early Retirement Authority (VERA) and Voluntary Separation Incentive Program (VSIP), hereinafter referred to as the Buy Out Plan. In the event (present or future) that any provision of this MOU is found to be contrary to any requirement of the Master Collective Bargaining Agreement (MCBA), the MCBA will supersede this MOU for that specific requirement only. This MOU encompasses the groundrules for the negotiations over implementation of the Buyout Plan and its impact on bargaining unit employees in U.S. EPA Region 5 with a separation date no later than Friday, April 04, 2013, or as extended under the authority given by the United States Office of Personnel Management (OPM).

I. COMPOSITION OF NEGOTIATING TEAM

A. The Union Team shall consist of three (3) members. All members of the Union Team shall be on official time. The Union negotiating team may consist of one or more members of AFGE National or District Offices. Negotiations shall go forward when both teams have an equal number of members present, which includes the chief negotiator.

B. Experts, observers and other guests may attend negotiating sessions by invitation of one of the Chief Negotiators.

C. Union negotiators will be allowed use up to 100% of official time during the time they would otherwise be in duty status for all aspects of the negotiations, including but not limited to: arbitrations; at-the-table negotiations; binding arbitrations; caucuses; ground rules negotiations; impasse proceedings; mediation; negotiability appeals; preparation and review of proposals; travel time; and preparation, filing or responding to Unfair Labor Practice (“ULP”) charges. The activities must be connected with the negotiations. All other official time will be granted per MCBA Article 6 and the Federal Service

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1 The language “up to 100% of official time” is not meant to restrict the usage of official time. Rather, it provides flexibility for emergencies pertaining to the mission and goal of the Agency.
II. TERMS AND CONDITIONS

A. The EPA agrees to maintain the statutorily required status quo and to negotiate procedures and appropriate arrangements prior to implementation of any changes to Regional procedures and processes for vehicle management.

B. All proposals will be discussed in person, face-to-face, and from paper documents. Electronic copies may be provided after face-to-face discussions of a proposal are complete.

C. At the meeting locations, the Union will be afforded reasonable access to office equipment and supplies at the expense of the Agency, including but not limited to telephone, printer, fax machine, copy machine, and paper for the negotiation sessions.

D. The Agency will make all necessary arrangements for conference and caucus rooms for negotiations. The locations, days and times must be acceptable to both Chief Negotiators. The Chief Negotiators for the Agency and the Union must be notified of these arrangements at least three (3) work days in advance of the proposed location, day and time of the negotiating session.

E. The Agency will be responsible for providing reasonable accommodation(s) compliant with §508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998, and the November 24, 2003, National Reasonable Accommodations Procedures (NRAP), revised January 2009, for AFGE bargaining unit employees, for any member of the Union negotiating team. The Union will provide one (1) week advance notice of any accommodation request.

F. The Agency will pay all expenses involved in this negotiation including but not limited to travel and per diem expenses for Union negotiators, who are agency employees whose duty station is not the site of negotiations, consistent with the Federal Travel Regulations, if the parties are ordered to appear before the Federal Service Impasses Panel (“FSIP”) or binding arbitration in accordance with §7119 of the Federal Service Labor-Management Relations Statute (the “Statute”). Compensation for team members who are not EPA employees will not be provided.
G. Nothing in these ground rules constitutes a waiver of management’s or the Union's rights under the Statute (5 U.S.C. Chapter 71), or any other law, regulation or rule.

H. The Agency will provide the Union with requested information consistent with 5 U.S.C. 7114(b)(4) and MCBA Article 5, Section 5, in order to allow the Union negotiators to determine possible impacts and to develop procedures and appropriate arrangements to address any new information. Information requested will be provided within a reasonable time; and the Union will be allowed a reasonable amount of time to determine possible impacts based on the information requested and submit an amended request or additional proposals.

I. By agreeing to these ground rules, neither management nor the Union is precluded from taking such other actions, including but not limited to filing a grievance, negotiability appeal or an ULP, or any combination thereof, if either party believes that the other party has either exceeded its authority or has committed a violation of applicable portions of the MCBA, the Statute, and government-wide rules and regulations in effect at the time of this agreement.

III. SCHEDULE OF NEGOTIATIONS

A. Negotiations will commence only after agreement is reached on these Ground Rules for Negotiations, and after the Union has submitted any revised proposal or counterproposal in accordance with the requirements of MCBA Article 40, or in response to any information received from the Agency as a result of an Information Request by the Union under 5 U.S.C. §7114(b) (4) of the Statute. If, at any time, the Union submits a request for information pursuant to 5 U.S.C. §7114(b) (4), or under Article 5, Section 5, of the MCBA, or both, which is relevant to the subject of negotiations. The Union will be allowed fourteen (14) calendar days after receipt of the requested information to submit amended or additional proposals based on the information received. [This coincides with the amount of time allowed under MCBA Article 40, Section 2.]

B. The parties agree to engage in face-to-face negotiating sessions to be conducted at times and places agreed upon by the chief negotiators.

C. The parties agree to continue in good faith negotiations until an agreement is concluded or impasse is declared. Only by mutual agreement of the parties, may this schedule be
modified or extended. [See 5 U.S.C. §7114(b)(3); Note “impasse” is covered at 5 U.S.C. §7119 and 5 C.F.R. 2470 et seq.]

IV. CONDUCT OF NEGOTIATIONS

A. Each Chief Negotiator shall “come to the table” with full authority to make decisions and commitments for their respective party regarding these contract negotiations, subject only to Agency Head Review. Only the Chief Negotiators are authorized to commit their negotiating teams to agreement on a proposal. Any approvals or agreements sought by the Chief Negotiator or negotiating team for either party that requires the approval by persons other than those at the negotiating table will be deemed a refusal to consult or negotiate in good faith under the Statute.

B. Upon reaching agreement on a section, paragraph, or language in any portion of this agreement, it shall be written down and the Chief Negotiators will signify agreement by signing and dating the agreed upon item(s). The agreed upon language will be considered final and binding and may only be reopened by mutual agreement of the parties, or as otherwise allowed by these ground rules.

D. Either Chief Negotiator may call a recess in the negotiating sessions at any time. The time for resuming negotiations will be mutually agreed upon by the Chief Negotiators.

E. Either party may call for a caucus at any time without the consent of the other party. The caucusing party will withdraw to another room; the caucusing party will make every effort to keep the non-caucusing party abreast of the anticipated resumption of negotiations.

F. The Agreement shall not be completed and finalized until all proposals have been disposed of by mutual consent. Negotiation disputes, including questions of negotiability and resolution of impasses, will be processed in a manner consistent with 5 U.S.C. Chapter 71 and implementing regulations. This will not serve as a bar to the Parties concluding by mutual consent a general agreement on those items which have been or remain to be negotiated.

V. ISSUES OF NEGOTIABILITY
A. The parties reserve the right to file a negotiability appeal with the Federal Labor Relations Authority (FLRA) and in accordance with the statute.

B. The negotiability procedure does not preclude either party from revising any proposals to overcome questions of non-negotiability at any point in the negotiation process.

C. If, as a result of the Agency Head Review, a proposal or section of a proposal is disapproved due to failure to comply with applicable law or regulations, the parties will return to the negotiation table to negotiate over the proposal or section of the proposal within thirty (30) calendar days of the Agency’s notification. An item returned by Agency-head review shall permit the parties, at the request of either party, to renegotiate that item and all related items and provisions that are directly affected, to the extent negotiations of that item are permitted by law. These may include those items, sections, paragraphs or provisions that, in whole or in part have been negotiated at the table in exchange for, or in consideration of the returned item.

D. An item returned by negotiability appeal shall permit the parties, at the request of either party, to renegotiate that item and all related items and provisions that are directly affected, to the extent negotiations of that item are permitted by law. These may include those items, sections, paragraphs or provisions that, in whole or in part have been negotiated at the table in exchange for, or in consideration of the returned item.

E. All additional negotiations concerning EPA Region 5’s Buy Out Plan shall take place under these ground rules.

F. The Agency agrees that, to the extent portions of the Union's proposals or counter proposals involve bargaining subjects not related to the Buy Out Plan, the Agency agrees to consider such subjects ancillary to the negotiation of this Agreement.

VI. MEETING MINUTES

A. A formal verbatim transcript of the meetings and sessions will not be maintained. The parties will not use recording devices at any sessions. Each party shall be responsible for preparing its own minutes and notes for the meetings.

B. All meetings shall be considered closed except for official members of the negotiating teams. Experts and other guests may attend negotiating sessions only by joint invitation of the Chief Negotiators.
VII. **IMPASSE PROCEDURE**

A. Either party may request the assistance of the Federal Mediation and Conciliation Service (FMCS) to reach an agreement through mediation.

B. Once all proposals have been thoroughly discussed, a last further attempt shall be made to reach agreement on all outstanding issues. For those matters still not resolved, the parties agree that additional mediation will be sought through FMCS.

C. After the conclusion of the mediation effort, should mediation not be successful in resolving all outstanding issues, the parties mutually agree to utilize the statutory procedure. Either party has thirty (30) calendar days from a declaration of impasse to petition the Impasses Panel for review.

VIII. **CONCLUSION OF NEGOTIATIONS**

This agreement will be effective on the date it is signed, subject to Agency Head Review.

IX. **SIGNATURE AND AGREEMENT**

The parties agree to the Ground Rules as written above.

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<tr>
<td>John J. O’Grady</td>
<td>Scott Sharon</td>
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AFGE Local 704

U. EPA Region 5